

YOUtopia Volunteer Waiver and Release of Liability

This Release and Waiver of Liability ("Release") is in favor of San Diego Collaborative Arts Project ("SDCAP"), its board members, directors, officers, volunteers and agents, as well as any and all related entities including without limitation the Burning Man Project ("Burning Man") and Houselights, LLC ("Houselights") (collectively known as "SDCAP").

I desire to work as a volunteer for "YOUtopia 2022: No Clucks Given" located at the Houselights, LLC property near Campo, CA (the "Event") and engage in volunteer activities related to the planning, set-up, performance and tear-down of the Event (the "Activities"). Such Activities may include both pre- and post-event services.

1. I, and my successors, heirs and assignees, hereby release and forever discharge and hold harmless SDCAP and its successors and assignees from any and all claims, demands, actions, suits, losses, costs, charges, expenses (including legal expenses), damages and liabilities that arise or may hereafter arise from my volunteer Activities at or in anyway associated with the Event. I hereby expressly and specifically assume the risk of any and all injury or harm in the Activities, and release SDCAP from all liability for injury, illness, death, expense of any kind, or property damage resulting from the Activities. *I HEREBY WAIVE AND RELINQUISH, TO THE FULLEST EXTENT PERMITTED BY LAW, THE BENEFITS OF CALIFORNIA CODE SECTION 1542 AND ALL SIMILAR STATE OR FEDERAL STATUTES OR RULES OF LAW. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES:*

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I UNDERSTAND THAT THIS RELEASE DISCHARGES SDCAP FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST SDCAP WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS (INCLUDING, WITHOUT LIMITATION, ANY ILLNESS OR DEATH RELATED TO THE CORONA OR COVID-19 VIRUS) DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM MY ACTIVITIES WITH THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF MYSELF, SDCAP OR ITS OFFICERS, DIRECTORS, VOLUNTEERS, EMPLOYEES, OR AGENTS, EVENT PARTICIPANTS, OR OTHERWISE. I ALSO UNDERSTAND THAT SDCAP DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE IN THE CASE OF INJURY OR ILLNESS.

2. I understand that the Activities may include physical labor, use of tools and mechanized equipment, exposure to hazardous conditions, travel to and from the Event site or other circumstances that may result in personal injuries or death. My participation in the Activities is purely voluntary; I elect to participate in spite of the risks and I expressly agree and promise to accept and assume all of the risks existing in the Activities. I understand that any materials and tools provided to me by SDCAP during the course of my volunteer services and Activities are and will remain the property of SDCAP and I agree to return these tools and any remaining materials to SDCAP at the end of my volunteer service and/or Activities.

3. I understand that I will not be compensated for any time spent volunteering, nor am I entitled to benefits, including employment insurance benefits upon the termination of this agreement or as a result of this service. I understand that SDCAP is not responsible for any damage to my personal property used in connection with the Activities including, but not limited to, exhibitions, performance or display of artwork that I bring to the Event. Any and all personal property is used and or brought to the Event at my own risk and I hereby release, indemnify and hold harmless SDCAP from any and all costs and liabilities associated with any damage to my personal property.

4. I certify that I am willing to assume the risk of any medical or physical condition I may have, including, without limitation, any condition related to the Coronavirus or Covid-19 virus, and do hereby release and forever discharge SDCAP from any claim whatsoever which arises or may hereafter arise on account of any first aid, medical treatment, or service rendered in connection with the Activities.

5. I hereby agree to indemnify and hold SDCAP, or any party acting on their behalf, harmless for any and all attorney's fees and costs required to defend or enforce this Release.

6. This Release shall be construed and enforced under the laws of the State of California, without regard for its conflicts of laws principles.

7. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

THIS DOCUMENT RELIEVES SDCAP, THE BURNING MAN PROJECT AND HOUSELIGHTS, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE. I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING BELOW.

Print Legal Name/Date

Signature